

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

<hr/>		x
In re	:	
	:	Chapter 11 Case No.
	:	
LEHMAN BROTHERS HOLDINGS INC., et al.	:	08-13555 (JMP)
	:	
Debtors.	:	(Jointly Administered)
	:	
<hr/>		x

**CREDITOR NISCAYAH, INC.'S OBJECTION TO CURE AMOUNT
SPECIFIED FOR CLOSING DATE CONTRACT WITH PEI SYSTEMS INC.**

Creditor Niscayah, Inc. ("Niscayah"), a successor-in-interest to PEI Systems Inc. ("PEI") by acquisition, is informed and believes that Debtors have listed a cure amount of \$3,500.04 respecting a purported contract with PEI identified only as 1728 Peachtree Lane. The true and correct amount owing with respect to installation at this site is \$3,904.11. To the extent the referenced transaction or the revised cure total of \$491,628.66 may be deemed a part of any other contract to which Niscayah or PEI may be a party, or to the extent any other contract may be proposed for assumption, Niscayah objects to cure of default under such contract for less than the full balance owed as reflected on the Lehman Brothers Barclays Customer Aging Report 9-25-08, a true and correct copy of which is attached hereto as Exhibit A. Niscayah further specifically notes that the maintenance agreement respecting the equipment covered by the contracts proposed to be assumed has not been proposed for assumption and that, absent

///

///

///

///

assumption, no further maintenance services will be provided. A true and correct copy of this maintenance contract, on which a balance of \$100,000 is owed, is attached as Exhibit B.

DATED: October 13, 2008

MUSICK, PEELER & GARRETT LLP

By:



Richard S. Conn

Attorneys for Creditor Niscayah, Inc.

Local Counsel:

Silverberg Stonehill Goldsmith & Haber, P.C.

EXHIBIT “A”

Lehman Brothers Barclays
Customer Aging Report
9.25.08

Date	Num	Due Date	Project #'s	Memo	Description	Aging	PO#	Open Balance
10/24/2007	PEI28781	11/23/2007	7860104	12449 - 745 7th Avenue	Card Access equipment removed, 8th Fl	337		\$ 2,606.86
10/24/2007	PEI28782	11/23/2007	7860104	12449 745 7th Avenue	Card Access equipment removed, 8th Fl	337		\$ 2,001.14
1/23/2008	PA00008103	2/22/2008	7860104	12449 745 7th Avenue	8th Floor Relocation	246		\$ 400.23
2/15/2008	PA00008687	3/15/2008	7860003617	12639 7904 N. Sam Houston Pkwy W Houston, TX	Eagle Energy - Access Control/CCTV	223		\$ 4,999.03
3/27/2008	PA00009681	4/26/2008	7860002936	12431 125 High St, Boston, MA	Final Invoice Base	182		\$ 1,452.23
3/27/2008	PA00009642	4/26/2008	7860005354	12706 27 Commerce Dr. Cranford, NJ	Phase IIA - Mobilization	182		\$ 4,278.12
5/23/2008	PA00011001	6/23/2008	7860005354	12706 27 Commerce Dr. Cranford, NJ	Phase IIA - two door add	125		\$ 12,834.34
5/23/2008	PA00010992	6/23/2008	7860006474	12752 3000 Sand Hill Rd Menlo Park, Ca	Access Control & Analog Camera	125		\$ 7,837.91
6/5/2008	PA00011203	7/4/2008	7860003397	12615 745 7th Avenue	39th Floor Access Control & CCTV-Hedge Fund	112		\$ 1,132.31
6/19/2008	PA00011423	7/19/2008	7860014	11793-5 40 Corporate Pl, So Piscataway, NJ	Access Control & CCTV	98		\$ 321,000.00
6/27/2008	PA00011750	7/27/2008	7860006589	12730 3414 Peachtree Rd, Atlanta, GA	IBD Suite Door and Camera add	90	66773	\$ 3,904.11
7/10/2008	PA00012012	8/10/2008	7860007435	12714-6 45 Broadway	20th Floor - Access Control & CCTV	77		\$ 5,186.15
7/22/2008	PA00012156	8/22/2008	7860006823	12224 555 California Street San Francisco, CA	30th Floor Cage Door Access Control	65	63960	\$ 2,514.11
7/22/2008	PA00012158	8/22/2008	7860104	12449 745 7th Avenue	8th Floor Door Relocation	65		\$ 266.82
7/22/2008	PA00012148	8/22/2008	7860007435	12714 45 Broadway, NYC	20th Floor - Access Control & CCTV	65		\$ 10,371.59
7/22/2008	PA00012147	8/22/2008	7860007400	12742 Sao Paulo, Brazil	Door Release button/cable	65		\$ 2,936.11
7/25/2008	PA00012447	8/24/2008	7860007725	78682620062 MGM Tower	24th & 25th Floors Card readers & CCTV	62		\$ 9,922.53
8/6/2008	PA00012517	9/6/2008	7860005605	12714-6 45 Broadway	20th Floor - Access Control & CCTV	50		\$ 3,112.10
8/6/2008	PA00012516	9/6/2008	7860006823	78682620065 745 7th Avenue	21st Floor Access Control & CCTV	50		\$ 3,465.40
8/6/2008	PA00012521	9/6/2008	7860007844	78682620066 Buenos Aires Office	8th Floor Access Control & CCTV	50		\$ 1,469.50
8/12/2008	PA00012621	9/12/2008	7860007975	78682620070 745 7th Avenue	21st Floor Compliance, Access Control	44		\$ 397.95
8/14/2008	PA00012650	9/14/2008	7860014	11793 40 Corporate Pl So, Piscataway, NJ	COB, CO10, C11	42		\$ 17,916.08
8/22/2008	PA00012861	9/22/2008	7860007435	12714-6 45 Broadway	20th Floor - Access Control & CCTV	34		\$ 2,074.73
8/22/2008	PA00012858	9/22/2008	7860007725	78682620062 MGM Tower	24th & 25th Floors Card readers & CCTV	34		\$ 19,845.08
8/22/2008	PA00012855	9/22/2008	7860007891	78682620065 745 7th Avenue	21st Floor Compliance, Access Control	34		\$ 9,906.31
8/22/2008	PA00012857	9/22/2008	7860007844	78682620066 Buenos Aires Office	8th Floor Access Control & CCTV	34		\$ 3,530.84
8/28/2008	SV0023842	9/28/2008	40791	Service Call	Replaced Reader	28		\$ 298.03
9/8/2008	PA00013139	10/8/2008	7860003553	12572-1 Sao Paulo, Brazil	Access Control IDD Area Door	17		\$ 1,193.16
9/12/2008	PA00013233	10/12/2008	7860007725	78682620062 MGM Tower	24th & 25th Floors Card readers & CCTV	13		\$ 5,953.52
9/12/2008	PA00013235	10/12/2008	7860007891	78682620065 745 7th Avenue	21st Floor Compliance, Access Control	13		\$ 1,500.97
9/12/2008	PA00013234	10/12/2008	7860007975	78682620070 745 7th Avenue	21st Floor Compliance Door Release	13		\$ 397.95
9/18/2008	SC0004571	10/18/2008	Svc Contract #17789	Various Location	Preventative Maintenance September	2		\$ 27,093.75

Total \$ 491,628.66

Lehman Brothers
Customer Aging Report
9.25.08

Date	Num	Due Date	Project #'s	Memo	Description	Aging	PO#	Open Balance
3/28/2007	PEI26783	4/27/2008	N/A	11909 Tampa, FL	Access Install CO#2	547		\$ 1,131.01
12/11/2007	PA00007249	1/10/2008	7860091	12421 2617 Scottsbluff, NE	IT Door Access Control	289		\$ 3,548.57
1/23/2008	PA000008107	2/23/2008	7860116	12476 Indianapolis, IN	Access Control & CCTV (Remaining Bal.)	246		\$ 2,055.68
1/23/2008	PA000008113	2/22/2008	7860004116	12553 2617 College Drive Scottsbluff, NE	Command Center Door	246		\$ 7,873.89
1/25/2008	PA000008388	2/24/2008	7860003633	12618 605 Third Avenue	Relocate Lock to New Storage Room	244	55514	\$ 2,342.66
6/5/2008	PA00011205	7/4/2008	7860095	12427 101 Hudson Street	Change Order #1 DR4208 reader replacement	112		\$ 752.39
6/5/2008	PA00011204	8/4/2008	7860100	12430 101 Hudson Street	11th Floor Access Control & CCTV	112		\$ 4,982.36
6/27/2008	PA00011700	7/27/2008	7860007106	12682 399 Park Avenue	CO1 Access Control & CCTV 4th Fl.	90		\$ 2,103.36
7/18/2008	PA00012069	8/18/2008	7860007529	12682 399 Park Avenue	CO2 Access Control & CCTV	69		\$ 2,141.76
7/22/2008	PA00012157	8/22/2008	7860005605	12682 399 Park Avenue	4th Floor - Access Control & CCTV	65	86520	\$ 9,880.28
7/22/2008	PA00012150	8/22/2008	7860007106	12682 399 Park Avenue	CO1 Access Control & CCTV 4th Fl.	65		\$ 2,103.35
7/22/2008	PA00012155	8/22/2008	7860006756	12765 Mexico City	Access Control & CCTV	65		\$ 779.69
7/22/2008	PA00012149	8/22/2008	7860007529	12682 399 Park Avenue	CO2 Access Control & CCTV	65		\$ 2,141.76
8/6/2008	PA00012520	9/6/2008	7860005605	12682-3 399 Park Ave.	4th Floor - Access Control & CCTV	50		\$ 6,581.95
8/6/2008	PA00012519	9/6/2008	7860006756	12765 Mexico City	Additional Access Control, CCTV & Door Contact	50		\$ 519.79
8/20/2008	PA00012719	9/20/2008	7860008118	78682620071 399 Park Avenue	9th Floor Access Control & CCTV	36		\$ 1,414.81
8/28/2008	PA00013093	9/28/2008	7860008266	78682620074 399 Park Ave	9th Floor Additional Panel LAN Room	28		\$ 1,440.43
9/8/2008	PA00013145	10/8/2008	7860008266	78682620074 399 Park Ave	9th Floor Additional Panel LAN Room	17		\$ 4,321.26
9/8/2008	PA00013142	10/8/2008	7860008118	78682620071 399 Park Avenue	9th Floor Access Control & CCTV	17		\$ 4,235.63
9/12/2008	PA00013231	10/12/2008	7860002	10910 605 Third Ave.	Artwork Alarm	13		\$ 5,810.92
9/24/2008	SV0024923	10/24/2008	Svc 40950	40950 1271 Avenue of the Americas	Mortise Lock Replacement	1		\$ 636.90
					Total			\$ 66,798.35

EXHIBIT “B”

Purchase Order

Lehman Brothers - Americas

70 Hudson Street
Jersey City NJ 07302
United States

Vendor: 0000041207
PEI SYSTEMS INC
10-09 49TH Avenue
LONG ISLAND CITY NY 11101

Purchase Order		Dispatch via E-Mail	
Purchase Order	Date	Revision	Page
LBUSA-0000061561	Apr-01-2008		1
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination, PPD	Common	
Buyer	Phone	Currency	
Holmes, Mary	1 201 499 6468	USD	
Ship To:	74SXXVBLDG	Attn:	Madans, Jeffrey
	745 Seventh Avenue		
	New York NY 10019		
	United States		

Bill To: P.O. Box 2339
Secaucus NJ 07096
United States

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard	
Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt Due Date
1- 1	Annual Americas Maintenance Agreement for corporate security access control & video systems.		1.00 EA	899,862.99	899,862.99 Apr-15-2008

Schedule Total 899,862.99

Annual Americas Maintenance Agreement for corporate security access control & video systems.
billing is on a monthly basis..

Item Total 899,862.99

Total PO Amount 899,862.99

Signature not required on emailed Pos

Purchase Order

Lehman Brothers - Americas

70 Hudson Street
Jersey City NJ 07302
United States

Vendor: 0000041207
PEI SYSTEMS INC
10-09 49TH Avenue
LONG ISLAND CITY NY 11101

Dispatch via E-Mail			
Purchase Order	Date	Revision	Page
LBUSA-0000061487	Apr-01-2008		1
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination, FPD	Common	
Buyer	Phone	Currency	
Holmes, Mary	1 201 499 6468	USD	

Ship To: 39PXXVBLDG Attn: Hash, Steven
399 Park Avenue
New York NY 10022
United States

Bill To: P.O. Box 2339
Secaucus NJ 07096
United States

Tax Exempt? N	Tax Exempt ID:	Replenishment Option: Standard				
Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	399/15 Art Alarm System		1.00EA	9,816.99	9,816.99	Apr-15-2008

Schedule Total 9,816.99

Item Total 9,816.99

TSR - 1015588

Total PO Amount 9,816.99

PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE; TERM; TERMINATION -- These terms and conditions (the "T&Cs") constitute Customer's acceptance of Supplier's offer (the "Offer," together with the T&Cs, the "Order") to sell and/or license products and/or services, as applicable, to the Customer identified in this Order. Customer's acceptance of this Order is expressly subject to the terms and conditions contained herein, unless otherwise expressly agreed to in a writing signed by Customer pursuant to the Section titled "Miscellaneous" below. If ongoing services are to be provided pursuant to this Order, the term of such services shall be one year unless otherwise specified in the T&Cs or in a writing signed by the parties. Customer may renew services under the same T&Cs at any time by providing written notice to Supplier for subsequent one-year terms unless Supplier provides notice of non-renewal to Customer no later than sixty days prior to the end of the then-current term. If neither party gives notice of renewal or non-renewal, upon the expiration of the term, this Order shall continue month-to-month under these T&Cs.

FEES -- Invoices shall be sent to Customer's address set forth in this Order. Undisputed invoices shall be payable within sixty (60) days of receipt. Supplier shall not invoice any products or services provided hereunder at a price higher than that shown on this Order, which price includes all applicable federal, state and local taxes. If the price is omitted on the Order, the price will be the lowest prevailing market price for such products or services. Customer shall not be responsible for any charges for delivery, installation, transportation or packaging. Supplier will not be entitled to reimbursement from Customer for any expenses it incurs in connection with fulfilling this Order.

DELIVERY AND ACCEPTANCE; RISK OF LOSS; CUSTOMER'S PROPERTY -- Title and risk of loss shall remain with Supplier until products purchased under this Order have been delivered to Customer at the location specified in the Order and have been accepted by Customer. If Supplier does not comply with Customer's delivery schedule, Customer may either approve a revised schedule or terminate the Order without liability. Upon delivery, Customer may inspect all products and services purchased hereunder to determine if they meet all applicable requirements, and are otherwise in good condition, suitable for their intended business use. IF, IN THE REASONABLE JUDGMENT OF CUSTOMER, THE PRODUCTS OR SERVICES ARE UNSATISFACTORY, CUSTOMER MAY REJECT SUCH PRODUCTS OR SERVICES. Customer shall return rejected products to Supplier at Supplier's expense. Except for Software licensed to Customer hereunder, all products and services provided to Customer under this Order shall be and remain the personal property of Customer. Any developed works or other intellectual property or materials created by Supplier under this Order shall be owned exclusively by Customer.

SOFTWARE -- This Section will apply to the extent that this Order includes Software (embedded or stand-alone). Unless otherwise specified in the T&Cs or in another applicable agreement between the parties, Supplier grants to Customer a worldwide, perpetual, royalty-free license to use, display and perform the Software identified in this Order in the ordinary course of Customer's business operations and for its own business purposes, including, but not limited to, processing its own information and that of its affiliates and clients as part of its business. Use includes use by or on behalf of Customer or Customer's affiliates, and use by third parties under contract to provide

Signature not required on emailed Pos

Purchase Order

Lehman Brothers - Americas
70 Hudson Street
Jersey City NJ 07302
United States

Vendor: 0000041207
PEI SYSTEMS INC
10-09 49TH Avenue
LONG ISLAND CITY NY 11101

Purchase Order		Dispatch via E-Mail	
Date	Revision	Page	
LBUSA-0000061487	Apr-01-2008	2	
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination, PPD	Common	
Buyer	Phone	Currency	
Holmes, Mary	1 201 499 6468	USD	
Ship To:	39PXXVBLDG	Attn:	Hash, Steven
	399 Park Avenue		
	New York NY 10022		
	United States		

Bill To: P.O. Box 2339
Secaucus NJ 07096
United States

Tax Exempt? N	Tax Exempt ID:	Replenishment Option:	Standard			
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt Due Date

services to Customer or its affiliates, on any number of PCs and in any number of instances, subject to the restrictions set forth herein. If applicable, Use also includes the right of Customer to freely use and distribute, internally within Customer, among Customer's affiliates, and with Customer's clients, data produced by the Software, including data in any proprietary formats used by the Software. Customer may make a reasonable number of copies of the Software solely for backup, training, archiving, testing and disaster recovery. "Software" means the software programs listed in this Order and any upgrades, updates, enhancements, modifications, alterations, improvements, revisions, releases, and new versions. Customer may transfer the Software from one hardware platform or operating system to another (or both) for which the Software is or becomes generally available, at no additional charge. Customer will not modify, reverse assemble, or reverse compile any part of the Software, except as permitted by applicable law. Customer may make copies of and incorporate any documentation for the Software in other works prepared for Customer's business, so long as all intellectual property notices of Supplier are included as they appear on or in the documentation.

COMPLIANCE WITH LAWS -- In connection with the products provided and/or services performed hereunder, Supplier shall at Supplier's sole cost, comply with, and shall require all Suppliers, subcontractors and/or consultants retained by Supplier to comply with (i) all requirements of applicable laws, orders, rules and regulations of governmental authorities, and (ii) all policies, rules and regulations of Customer (including, without limitation, Customer's policies regarding security and testing for controlled substances) and of the building in which the products are provided and/or the services are to be performed. Supplier shall not file any mechanic's or materialman's lien or claim against Customer's property nor against the buildings in which the products are provided and/or the services are performed, nor shall Supplier suffer or permit any such lien to be filed by any of its subcontractors and/or consultants.

CONFIDENTIALITY -- Supplier shall preserve as confidential all information related to the business activities of Customer and its affiliates, clients, and entities with whom Customer does business that may be obtained by Supplier from any source (such information, together with the existence and terms of this Order, constituting the "Confidential Information"). Supplier shall hold Confidential Information in trust and confidence for Customer and shall not disclose Confidential Information to any person, firm or enterprise, or use any Confidential Information for its own benefit or the benefit of any other party, unless specifically authorized by Customer in writing, and to limit access and disclosure of such Confidential Information to Supplier's personnel on a "need to know" basis only. Confidential Information does not include any particular information that the Supplier can demonstrate (i) is currently in the public domain, (ii) was previously known to Supplier free from any obligation to keep it confidential, (iii) was or is publicly disclosed by or on behalf of the Customer either prior to or subsequent to the receipt of such information by Supplier, (iv) is independently developed by the Supplier without any access to or use of Confidential Information of Customer, or (v) is rightfully obtained by Supplier from a third party lawfully in possession of the Confidential Information and who is not bound by confidentiality obligations to Customer. Supplier may disclose Confidential Information of Customer if required to do so under applicable law, rule or order provided that Supplier, where reasonably practicable and to the extent legally permissible, provides Customer with prior written notice of the required disclosure so that Customer may seek a protective order or other appropriate remedy, and provided further that Supplier discloses no more Confidential Information of the Customer than is reasonably necessary in order to respond to the required disclosure. At any time at the request and option of the Customer and in the event of termination or expiration of the Order (or any part thereof), Supplier agrees to promptly: (i) return to Customer the Confidential Information; or (ii) destroy or permanently erase (on all forms of recordation) the Confidential Information and, if requested by Customer, acknowledge in writing that all such Confidential Information has been destroyed or permanently erased. In addition, Supplier acknowledges and agrees that any disclosure of Confidential Information will in no way be construed to be an assignment, transfer, or conveyance of title to or ownership rights in such Confidential Information.

WARRANTY -- Supplier warrants that all products sold under this Order are free from defects in material, workmanship and design, and that all services provided under this Order shall be performed in a high-quality, professional and workmanlike manner by qualified personnel.

Signature not required on emailed Pos

Purchase Order

Lehman Brothers - Americas

70 Hudson Street
Jersey City NJ 07302
United States

Vendor: 0000041207
PEI SYSTEMS INC
10-09 49TH Avenue
LONG ISLAND CITY NY 11101

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
LEUSA-0000061487	Apr-01-2008		3
Payment Terms	Freight Terms	Ship Via	
Net 30	Destination, PPD	Common	
Buyer	Phone	Currency	
Holmes, Mary	1 201 499 6458	USD	

Ship To: 39PXXVBLDG Attn: Hash, Steven
399 Park Avenue
New York NY 10022
United States

Bill To: P.O. Box 2339
Secaucus NJ 07096
United States

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard			
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date

PUBLICITY -- Supplier will not use the name or marks of, refer to, or identify Customer (or any related entity) in publicity releases, interviews, promotional or marketing materials, public announcements, customer listings, testimonials or advertising without the prior written consent of Customer in each such instance.

INSURANCE -- Supplier at its sole cost and expense, shall maintain with insurance companies having a Best's rating of A or better, (i) comprehensive general liability insurance in an amount not less than \$2,000,000 and (ii) automobile liability insurance in an amount not less than \$1,000,000 and (iii) worker's compensation insurance as required by law. Such policies shall include an endorsement naming Customer and any other entities designated by the Customer as additional insureds and shall include a waiver by the insurance carrier of any subrogation rights. Within ten (10) days after the date hereof, Supplier shall deliver to Customer binders or certificates of insurance showing that each policy of insurance which Supplier is required to maintain hereunder is in full force and effect and that the premium therefore has been paid in full and providing that such policies may not be canceled, supplemented, amended or modified before the expiration date thereof without issuing company giving at least thirty (30) days prior written notice to Customer.

INDEMNIFICATION -- Supplier shall, at its own expense, indemnify, defend and hold harmless Customer, Customer's parent, subsidiaries and affiliates and any additional indemnified parties that may be designated by Customer, together with the respective partners, agents, officers, directors and employees of all of the foregoing, from and against any loss, cost, expense, claim, injury or damage (including, without limitation, reasonable attorneys' fees and expenses), whether incurred due to third party claims or otherwise, arising or resulting from or caused by (i) any act or omission or willful misconduct of Supplier or any consultant, engineer or other party retained by Supplier or any of its or their partners, directors, officers, employees, agents or subcontractors; (ii) any breach or default by Supplier in the performance of any of its obligations under this Order, or (iii) any claim that any product and/or services furnished by or on behalf of Supplier, or the use thereof by Customer, constitutes an infringement, misappropriation or unlawful use or disclosure of any intellectual property rights of a third party.

LIMITATION OF LIABILITY -- IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR LOST REVENUE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ORDER; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY WILL NOT APPLY TO ANY OF THE FOLLOWING: (A) SUPPLIER'S INDEMNIFICATION OBLIGATIONS HEREUNDER; (B) SUPPLIER'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS ORDER; OR (C) ANY UNLAWFUL OR WILLFUL MISCONDUCT BY SUPPLIER.

RECORD RETENTION AND INSPECTION -- During the term of this Order and for a period of at least three (3) years after the date of the final payment under this Order, Supplier will maintain complete and accurate accounting records in connection with products provided and Services performed under this Order, in accordance with generally accepted accounting principles applied on a consistent basis, to substantiate its charges hereunder. Such records will include, without limitation, payroll records, attendance cards, time tracking sheets and job summaries. Supplier will provide Customer or its designees access to such records for audit purposes during the term of this Order and for three (3) years after the date of the final payment under this Order.

BREACH/REMEDIES -- In the event of any breach of this Order by Supplier, Customer may (reserving cumulatively all other remedies and rights under this Order, at law and in equity) terminate this Order, in whole or in part, by giving Supplier thirty (30) days' prior written notice of termination thereof; provided, however, that such termination will not be effective if Supplier has cured the breach of which it has been notified prior to the expiration of such thirty (30) day notice period. Additionally, Customer may terminate this Order for convenience by giving Supplier written notice specifying the termination date. In such event, Customer will be obliged to pay Supplier at the agreed upon rates for all products and services accepted by Customer up to the effective date of termination, subject to a refund of any unearned, prepaid fees, but will not be liable for any other termination-related charges.

Signature not required on emailed Pos

Purchase Order

Lehman Brothers - Americas

70 Hudson Street
Jersey City NJ 07302
United States

Vendor: 0000041207
PEI SYSTEMS INC
10-09 49TH Avenue
LONG ISLAND CITY NY 11101

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
LBUSA-0000061487	Apr-01-2008		4
Payment Terms	Freight Terms	Ship Via	
Net_30	Destination, FPD	Common	
Buyer	Phone	Currency	
Holmes, Mary	1 201 499 6468	USD	

Ship To: 39PXXVBLDG Attn: Hash,Steven
399 Park Avenue
New York NY 10022
United States

Bill To: P.O. Box 2339
Secaucus NJ 07096
United States

Tax Exempt? N **Tax Exempt ID:** **Replenishment Option:** Standard

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
----------	------------------	--------	--------------	----------	--------------	----------

MISCELLANEOUS -- Except to the extent the parties have entered into an agreement covering the products and/or services provided hereunder (in which case such other agreement's terms shall apply), (a) this Order constitutes the entire agreement between the Customer and the Supplier and voids all prior agreements concerning the subject matter hereof; and (b) no modification, amendment, supplement to, or waiver of this Order or any of its provisions shall be binding upon the parties unless made in a writing duly signed by both parties, and specifically referencing these T&Cs, and stating that such modification, amendment, or supplement is made to modify, amend or supplement these T&Cs. No amendment or modification to these T&Cs may be executed via electronic signatures unless the parties first agree in a writing that is not an electronic communication to be bound by electronic signatures. Any purchase order printed on a form provided by Supplier may be used for convenience only, but these T&Cs shall solely control the terms of this Order, and any such terms contained on any form(s) received from Supplier shall be of no force and effect. Failure or delay on the part of Customer to exercise any right hereunder shall not operate as a waiver thereof. Any services performed by Supplier will be performed as an independent contractor, and Supplier will be solely responsible for any applicable payroll or income taxes. This Order shall be governed under the laws of the State of New York, excluding its conflicts of laws rules. If any term, provision or part of these T&Cs is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of these T&Cs will not be impaired or affected thereby, and each term, provision and part will continue in full force and effect, and will be valid and enforceable to the fullest extent permitted by law. Supplier may not assign this Order or delegate any of its responsibilities hereunder without the prior written consent of the Customer, and any such purported assignment or delegation shall be null and void. Customer may freely assign this order to any affiliate, or to any entity acquiring all or substantially all of its assets or which is a successor by merger to Customer, or to any party acquiring that portion of Customer's business to which the products and/or services purchased or licensed under this Order pertain. Any provision of this Order that contemplates performance or observance subsequent to termination or expiration of the Order (including confidentiality, limitation of liability, indemnification provisions and perpetual licenses) will survive termination or expiration of this Order and continue in full force and effect thereafter.

Signature not required on emailed Pos

PROOF OF SERVICE

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within entitled action; my business address is One Wilshire Boulevard, Suite 2000, Los Angeles, California 90017-3383.

On October 13, 2008, I served the foregoing document(s) described as **CREDITOR NISCAYAH, INC.'S OBJECTION TO CURE AMOUNT SPECIFIED FOR CLOSING DATE CONTRACT WITH PEI SYSTEMS INC.** on the interested parties in this action by placing a copy thereof enclosed in a sealed envelope addressed as follows:

See Attached List

☒ **BY MAIL.** I caused such envelope with postage thereon fully prepaid to be placed in the U.S. Mail at Los Angeles, California. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **BY FEDERAL EXPRESS.** I caused such envelope to be deposited at the Federal Express office at Los Angeles, California for guaranteed one/two day delivery with delivery charges prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for delivery by Federal Express delivery service. Under that practice, it would be deposited with the delivery service on that same day with delivery charges thereon fully prepaid at Los Angeles, California in the ordinary course of business for delivery to the addressee.

Executed on October 13, 2008, at Los Angeles, California.

☐ **(State)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☒ **(Federal)** I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.


Kathleen Slevcove

SERVICE LIST

Lori R. Fife Attorneys for Lehman Brothers Holdings, Inc.
Shai Y. Waisman and LB745 LLC
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153-0119

Jeffery S. Margolin Attorneys for SIPC Trustee
Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, NY 10004

Lindsee P. Granfield Attorneys for Purchaser
Lisa M. Schweitzer
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York NY 10006